

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: Wagner General Contractors, Inc.
Business Address: 3590 Forrest Ave., Memphis, TN 38122
Federal I.D. Number: 62-1853926
Phone Number: 901-386-0060
Tennessee License Number: 00047587

PROJECT NAME: SHELBY FARMS PLOUGH PARK PUBLIC REST ROOM FACILITY

2. Plans and Specifications:
The plans and specifications for the proposed improvements are those prepared by or under the supervision of Self Tucker Architects, Inc., Memphis, TN and approved by the SHELBY COUNTY DIRECTOR OF PUBLIC WORKS on which plans are designated as SHELBY FARMS PLOUGH PARK PUBLIC REST ROOM FACILITY.
3. Interested Parties:
In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any person, firm or corporation.
4. Bidder Familiar with the Plans, Specifications and the Site:
The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with the proposal, have been examined, and agrees that these documents are an integral part of this bid.
5. Bidder to Furnish:
The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
6. Quantities and Payment:
The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.

7. Lump Sum Price:
It is the intent and understanding of both the County and the Bidder that this project will be administered as a lump sum contract. The lump sum contract price will be adjusted only in the event that field conditions require a change in the scope of the work. The County will require a schedule of values (unit prices) submission by the apparent low bidder for the sole purpose of creating a basis for the computation of the lump sum contract price. In the event that a change order is required for a change in scope of work, the schedule of values will be used to compute the value of the change order. The County will not accept change order request by the Bidder for changes in the scope of work due solely to Bidder's choice of Construction means and methods or due to Bidder's election to do extra work so as to facilitate or expedite the completion of the project.
8. Alteration of Work:
The undersigned further agrees that if the County decides to extend or shorten the improvement, or otherwise alter the work by extras or deductions, including the elimination of any one or more of the items, by an amount not exceed twenty-five (25%) percent of the total money value of the original price or contract price corrected as provided in the general conditions, the undersigned shall perform the work altered, increased or decreased at the contract unit prices.
9. Extra Work or Changes:
The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or material incidental thereto and that all such work and materials as do not appear in the proposal or contract as specific item accompanied by a unit price and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions.
10. Time of Execution of Contract:
The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.
11. Contract Bond:
The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
12. Prosecution of Work:
The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified the contract. The undersigned agrees to complete the work within 90 calendar days, unless additional time shall be granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours,

and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. **NOT USED**

14. Clean-Up of Construction Site:

The undersigned further agrees to provide necessary clean up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event, it is determined by the Engineer the necessary clean up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the necessary steps to eliminate the problem including, but not limited to, performing the work with County forces, or contracting with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:

The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest qualified bidder.

16. Bid Bond:

Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft of approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter or credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that amount of the check, approved bid bond shall be considered as payment of damages due to delay and other causes check, draft letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OR CREDIT
ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN,
DULY ASSIGNED, APPROVED BID BOND OR CERTIFIED CHECK HERE. THE
UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION
TOTAL AMOUNT OF BID BOND \$ _____

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND

17. Schedule of Prices:

The undersigned shall complete and submit the provided schedule of prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular. The bid prices are to be in effect for 180 days.

18. Joint Ventures:

Each Contractor or contracting firm who is a member of a joint venture shall provide a current license number and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's classification limits shall be equal to or greater than those classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their license limits in order to undertake a larger project than each would normally be able to perform with their individual license. The classification of each member in the joint venture shall be a necessary and integral part of the total project.

19. Acceptance or Rejection of Bid(s):

The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsible bidder or bidders.

- THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY -

BID FORM

TO: Mr. Michael E. Oakes, PE

AT: Shelby County Shelby County Engineering
160 North Main Street
Memphis, TN 38103

RE: Sealed Bid #08-001-41, Shelby Farms Plough Park Restroom Facility.

A. The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents and makes this bid in accordance therewith.
2. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
3. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
4. This Bidder has received the following addenda:

Addendum No. 1 dated 1-28-08

Addendum No. 2 dated 2-1-08

Addendum No. dated

5. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.

B. This Bidder agrees to:

1. Honor this bid for a period of ninety (90) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish bond(s) and certificate(s) of insurance as required.
3. An Escrow Agreement for the Retainage Account shall be provided if the amount of the Contract is \$500,000 or greater.
4. Accomplish the Work in accordance with the Contract Documents.
5. Achieve Substantial Completion of the Work one hundred twenty (120) calendar days from and including the date stipulated in the Notice to Proceed.
6. Accept the conditions for Liquidated Damages in the amount of \$500.00 per calendar day to a maximum of ten percent (10%) of the bid amount.

BID FORM continued for the project titled:

Sealed Bid #08-001-41, Shelby Farms Plough Park Restrooms.

BASE BID:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

Two Hundred Fifty Eight Thousand Six Hundred
and no /100ths Dollars
\$ 258,600

SITE UTILITIES:

This Bidder agrees to complete the Work of the Site Utilities for this project for the lump sum of (show amount in both words and figures):

Six Thousand Three Hundred Ninety Five and no /100ths Dollars
\$ 6,395

UNIT PRICES:

A. Undercutting unsuitable soils as described in Section 02200, Earthwork Per Cubic Yard (show amount in both words and figures):

Sixteen and no /100ths
Dollars

\$ 16.⁰⁰/₁₀₀

Submitted by:

Authorized
Signature:

Shelton Allen Wagner, Jr.

Date: 2-7-08

Name and title:

(Type or print) Shelton Allen Wagner, Jr., President

On behalf of:

(Name of Bidder) Wagner General Contractors, Inc.

Bidder's address: 3590 Forrest Ave., Memphis, TN 38122

Tennessee Contractor's License No.: 00047587

Shelby Farms Plough Park Restrooms
Memphis, Tennessee

Final Bid Documents
STA Project No. 0637

Expiration Date: 7-31-09

Bidder's

Telephone Number: 901-386-0060

END OF BID FORM

CONTRACT

1. THIS AGREEMENT, made and concluded this _____ day of _____, 2008 by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and **Wagner General Contractors, Inc.** his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:

That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Provisions, Specifications, Proposal and Contract Bond hereto attached, Project Manual and the Plans for **Shelby Farms Plough Park Public Restrooms Facility** are all essential documents of this contract and are a part hereof.

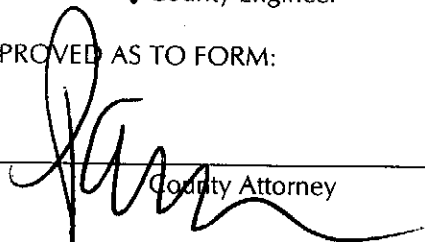
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:



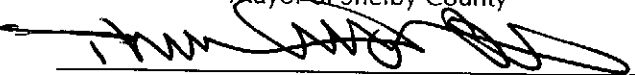
County Engineer

APPROVED AS TO FORM:



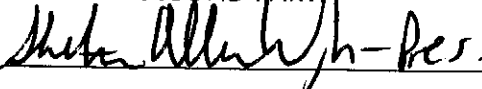
County Attorney

SHELBY COUNTY GOVERNMENT:
Parties of the First Part

BY: _____
Mayer of Shelby County


Director of Public Works

PARTY OF THE SECOND PART:

BY: -Pres.
Wagner General Contractors, Inc.
3590 Forrest Ave., Memphis, TN 38122
Address

ATTEST:

Federal I.D. Number

POWER OF ATTORNEY

TRAVELERS 

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 219270

Certificate No. 002036091

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

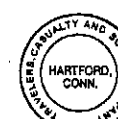
Joseph Madden III, Richard L. Powell, Ric Stallings, Mark Harris, and Tona Jo Hunter

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2007.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

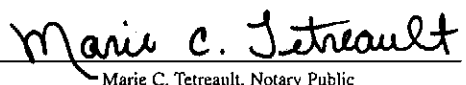
By: 

George W. Thompson, Senior Vice President

On this the 31st day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and signed the seals of said Companies this 1st day of February, 20 08.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2008

PRODUCER (901)312-5300 FAX (901)853-9943
Harris Madden & Powell, Inc.
1770 Kirby Parkway
Suite 320
Memphis, TN 38138

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Wagner General Contractors, Inc.
3590 Forrest Avenue
Memphis, TN 38122

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Mutual

23396

INSURER B: Assurance Company of America

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP2001724060007	08/07/2007	08/07/2008	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA2039017010007	08/07/2007	08/07/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU202145504	08/07/2007	08/07/2008	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC200172605	08/07/2007	08/07/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B		OTHER BUILDERS RISK	BR67295305	02/29/2008	02/28/2009	LIMIT - \$264,995 DEDUCTIBLE - \$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Shelby Farms - Plough Park Public Restroom Facility

Additional Insured: Shelby County Government

CERTIFICATE HOLDER

Shelby County Government
Attn: Purchasing Dept.
160 N. Main St.
Suite 550
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Madden III/KINND

Bid Form
LOSB Subcontractor & Supplier List

To: Shelby County Government
160 N. Main Street
Suite 1109
Memphis, Tennessee 38103

Project: Shelby Farms Plough Park Seal Bid #: 08-001-41
Public Restroom
Date: 2-7-08 EOC #: _____
Submitted By: Shelton Allen Wagner, Jr.
Company Name: Wagner General Contractors, Inc. Address: 3590 Forrest Ave.
Telephone: 901-386-0060 City/State: Memphis, TN 38122

List all LOSB subcontractors and suppliers, work to be performed *and* dollar amount attached to that work. The information provided shall be considered an Integral part of the bid form. Please make certain of LOSB certification, (NOTE: Please duplicate page 2 as necessary to list all LOSB subcontractors and suppliers).

- (1) Company Name: SOUTHLAND ENTERPRISES Address: 5590 PLEASANT HILL
Principal: J. C. PAYNE City/State: MEMPHIS, TN. 38134
Telephone: 363-8440
Description of Work to be Performed: EARTHWORK, TESTING, CONCRETE,
SEWING, SEPTIC SYSTEM, SITE DEMO,
Dollar Value of Work: 62,937.⁰⁰
- (2) Company Name: Q ELECTRIC Address: 1683 SHIRLEY OAKS
Principal: SUZIE BOWEN City/State: MEMPHIS, TN. 38134
Telephone: 383-7970
Description of Work to be Performed: ELECTRICAL
Dollar Value of Work: 18,500.⁰⁰

Bid Form
LOSB Subcontractor & Supplier List (Cont.)

(3) Company Name: _____ Address: _____
Principal: _____ City/State: _____
Telephone: _____
Description of Work to be Performed: _____

Dollar Value of Work: _____

(4) Company Name: _____ Address: _____
Principal: _____ City/State: _____
Telephone: _____
Description of Work to be Performed: _____

Dollar Value of Work: _____

(5) Company Name: _____ Address: _____
Principal: _____ City/State: _____
Telephone: _____
Description of Work to be Performed: _____

Dollar Value of Work: _____

(6) Company Name: _____ Address: _____
Principal: _____ City/State: _____
Telephone: _____
Description of Work to be Performed: _____

Dollar Value of Work: _____

Bid Form
LOSB Subcontractor & Supplier List (Cont.)

The LOSB goal for the project is 30%

The total dollar value of LOSB participation for this bid is \$ 81,437

If the percentage of LOSB participation in this bid is less than the goal, please explain why goal was not met.

Explanation: _____

Bidders are encouraged to contact County certified LOSB firms from the listing received with your Notice to Bidder. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) days prior to the bid opening. Bidders choosing to utilize non-certified subcontractors may submit their bid with the understanding that they must provide certification documents to the E.O.C. Department within five (5) days after the bid opening in order to be considered for the contract award.

NOTE: THIS FORM MUST BE RETURNED WITH YOUR BID

Also, refer to Section B: B-5 and B-6

DRUG-FREE WORKPLACE AFFIDAVIT

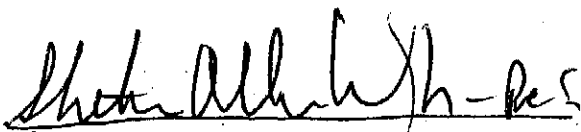
STATE OF Tennessee

COUNTY OF Shelby

The undersigned, principal officer of Wagner General Contractors, Inc., an employer of five(5) or more employees contracting with Shelby County government to provide construction services, herel states under oath as follows:

1. The undersigned is a principal officer of Wagner General Contractors, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide constructioli services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

Principal Officer


Shelton Allen Wagner, Jr., President

STATE OF Tennessee

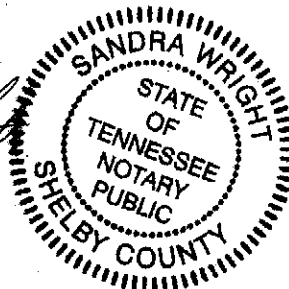
COUNTY OF Shelby

Before me personally appeared Shelton Allen Wagner, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 7 day of February 20 08

Notary Public

My commission expires: 2/23/11



**Shelby County
LOSB Program**

LOSB FORM A

CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: Wagner General Contractors, Inc.

Bid No.: 08-001-41

I certify that the following efforts were made to achieve LOSB participation:

YES **NO**

NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B	Direct mailing, electronic mailing, facsimile or telephone requests	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal


(If additional space is required this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

Submitted by: Wagner General Contractors, Inc.


Authorized Representative Signature
Shelton Allen Wagner, Jr.

President

Title

2-7-08

Date

Shelby County
LOSB Program

LOSB FORM B

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: Wagner General Contractors, Inc

Bid No.: 08-001-41

I, Shelton Allen Wagner, Jr., do certify that on the following procurement opportunity,

(Contractor)
Wagner General Contractors, Inc., the following LOSB's will be utilized as sub-contractors, suppliers,
(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
Southland	earthwork, testing, concrete sodding, septic system, site demo	62,937	3639320
Q Electric	Electrical	18,500	pending

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: 258,600
TOTAL % OF LOSB PARTICIPATION: 31%

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by: Wagner General Contractors, Inc.

Shelton Allen Wagner, Jr.
Authorized Representative Signature
Shelton Allen Wagner, Jr.
President

Title

2-7-08

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Wagner General Contractors, Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Shelby County Engineering**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ 5%),

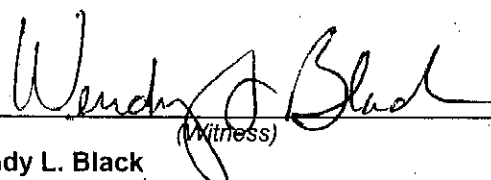
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Shelby Farms Plough Park Public Restroom Facility**

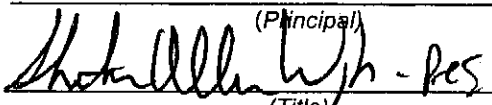
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **February**, 2008.

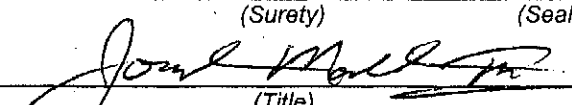

(Witness)


(Witness)
Wendy L. Black

Wagner General Contractors, Inc.

{  (Principal) (Seal)
Shelton Allen Wagner, Jr., President

Travelers Casualty and Surety Company of America

{  (Surety) (Seal)
(Title)
Joseph Madden III, Attorney-in-fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 219270

Certificate No. 002036131

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph Madden III, Richard L. Powell, Ric Stallings, Mark Harris, and Tona Jo Hunter

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2007.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson

George W. Thompson, Senior Vice President

On this 31st day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

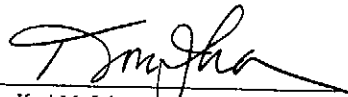
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

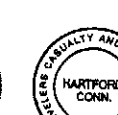
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of February, 20 08.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

~~N/A~~ Wagner General Contractors

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A
N/A
N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A



7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

2-3-08
Date

SHELTON WAGNER
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.